

REVISED

## SUBCONTRACT AGREEMENT

This Subcontract Agreement (this "**Agreement**") is made on this 13th day of August, 2015, by and between BRG Harrison Lofts Urban Renewal LLC, a New Jersey corporation ("**BRG**") and Force Services LLC, a New York Limited Liability Corporation ("**Subcontractor**").

### WITNESSETH:

WHEREAS, BRG Harrison Lofts Urban Renewal LLC, a New Jersey Corporation, with offices at 1050 Franklin Avenue, Suite 200, Garden City, New York 11530 has engaged Force Services LLC for Selective Demolition Work at 400 & 420 South 5th Street and 530 Bergen, (Buildings A, B, & C) (the "**Project**"); and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, BRG and Subcontractor hereby agree as follows.

### ARTICLE 1

**WORK1.1** Subcontractor shall be employed as an independent contractor and shall properly and completely perform its obligations pursuant to this Agreement and as described in the Subcontract Documents (hereinafter defined) for the Project (the "**Work**") and in strict accordance with the additional provisions of the Scope of Work attached hereto as Exhibit A and made a part hereof.

1.2 The Work includes, without limitation, Subcontractor:

- (a) providing and furnishing all necessary work, labor, services, materials, tools, equipment, supplies, appliances, service facilities, supervision and administration;
- (b) providing shop drawings and submittals as required per the Subcontract Documents and specifications, including as-built drawings;
- (c) providing all hoisting, rigging, scaffolding for protection, scaffolding for any sub-subcontractor's work, installation and maintenance of temporary supports, freight, transportation, overhead, insurance, temporary construction, compliance with all agencies, all other services, etc. as necessary;
- (d) reinstalling any temporary protection or barriers that are removed by Subcontractor's workmen;
- (e) protecting the Work, adjacent finishes and work of other subcontractors and sub-subcontractors until installation is complete and accepted by BRG Harrison Lofts Urban Renewal LLC, ("**Owner**");
- (f) except as otherwise set forth in Article 14 below, obtaining all necessary permits, inspections, testing, certificates, approvals (and paying all related fees) for the scope of the Work from all agencies and governmental authorities having jurisdiction over the Work;
- (g) providing coordination of the Work with the work of other subcontractors and sub-subcontractors in an effort to meet the intent of the Subcontract Documents as they relate to the finished Project, which shall include, but not be limited to, ceiling heights, open space, and aesthetic and functional intent of Owner, and Subcontractor shall include as part of the Work all costs to reroute Work, to provide for this requirement;
- (h) coordinating, in advance with BRG, all deliveries and storage of materials;
- (i) promptly repairing and making good, at its own expense, all damage to streets, sidewalks, curbs, utility lines, adjoining premises or any other public or private property, resulting

from, or in connection with the performance of the Work;

(j) providing any and all premium time required to maintain BRG's schedule and comply with BRG's requirements;

(k) monitoring noise level and making necessary adjustments to comply with all applicable Federal, State, and local requirements;

(l) making use of such methods of work as are best adapted to preserve the safety and stability of foundations, walls, and other parts of the building or adjacent buildings, and to prevent any disturbance or damage thereto, and Subcontractor shall restore and make good any damage which may be done in the course of Subcontractor's performance of the Work, despite Subcontractor's precautions;

(m) coordinating the various phases required for the efficient performance of the Work;

(n) cutting, fitting or patching as required to complete the Work or to make its parts fit together properly; and

(o) providing, installing and maintaining dust control methods to eliminate the mitigation of dust caused by the progression of Subcontractor's Work to areas outside the work area.

1.3 Owner and BRG reserve the right to perform construction or operations related to the Project with their own respective forces, and to award separate contracts in connection with other portions of the Project. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

## ARTICLE 2 SUBCONTRACT DOCUMENTS

2.1 The Subcontract Documents consist of: (i) this Agreement; (ii) Modifications to this Agreement issued after execution of this Agreement (iii) the Drawings and Specifications and addenda listed on Schedule 1 attached hereto; (iv) written Change Orders (hereinafter defined) or orders for minor changes in the Work issued after execution of the Agreement; (v) the Scope of Work attached hereto as Exhibit A; and (vi) any other documents identified on Schedule 1. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

2.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201-2007, General Conditions of the Contract for Construction, as modified.

2.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor, or (2) between any persons or entities other than BRG and Subcontractor.

2.4 BRG shall make available, at BRG's principal office, the Subcontract Documents to Subcontractor prior to execution of this Agreement, and thereafter, upon request.

2.5 The intent of the Subcontract Documents is to include all items necessary for the proper execution and completion of the Work by Subcontractor. The Subcontract Documents are complementary, and what is required by one shall be as binding as if required by all, and Subcontractor shall perform all Work described in and consistent with the Subcontract Documents and reasonably inferable from them as being necessary to produce the indicated results. Subcontractor agrees that the Drawings and Specifications it has received are diagrammatic and may not be complete in every detail, and that the Drawings and Specifications reflect the intent to provide for a complete project and/or system in compliance with all required codes, laws, regulations, codes, manufacturers' recommendations, building standards and trade practices. Subcontractor shall include any other materials, equipment and labor necessary to provide a complete project and systems related to this scope. Subcontractor shall include as part of the Work, the cost of such requirements, including minor changes related to coordination. In cases of conflict within the Subcontract

Documents, Subcontractor shall seek direction from BRG pursuant to Article 7 below, and the more costly, expensive or difficult material or method shall not incur any additional costs if so selected by BRG.

### **ARTICLE 3 SUBCONTRACT TIME**

3.1 Unless otherwise provided, Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for substantial completion of the Work.

3.2 In its performance of the Work, Subcontractor shall comply with Owner's schedule attached hereto as Exhibit E.

3.3 Subcontractor shall substantially complete the entire Work no later than **30 days** (Thirty Days) after the Date of Commencement or October 26, 2015, subject to adjustment by Change Order. Work shall be deemed substantially complete when BRG has certified that the work has been sufficiently completed, in accordance with the Subcontract Documents, to enable Owner to occupy or utilize the Work for its intended use. The "**Date of Commencement**" shall mean the date to be fixed in a notice to proceed issued by BRG. The Date of Commencement is the date from which Subcontract Time is measured.

3.4 Time limits stated in the Subcontract Documents are of the essence. If Subcontractor is materially delayed at any time in progress of the Work by changes ordered in the Work, fire, unavoidable casualties or other causes beyond Subcontractor's control, the Subcontract Time shall be extended by Change Order for such reasonable time as BRG may determine, unless such delay is caused by Subcontractor.

### **ARTICLE 4 SUBCONTRACT SUM**

4.1 Subject to additions and deductions by Change Order, the Subcontract Sum is **ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (US\$ 133,750)** and includes all items and services necessary for the proper execution and completion of the Work. The Subcontract Sum, including authorized adjustments, is the total amount payable to Subcontractor for performance of the Work under the Subcontract Documents.

4.2 Subcontractor shall be entitled to the actual substantiated cost of labor and materials plus ten percent (10%) overhead and five percent (5%) profit on all Change Orders approved by Owner and BRG. Subcontractor shall submit Change Order requests with sufficient documentation to substantiate costs. Owner and BRG shall respond within ten (10) business days of a change request proposal for approval. Subcontractor shall provide credit to BRG in the amount equal to the actual savings in labor and materials plus a credit of ten percent (10%) overhead and five percent (5%) profit on all Change Orders approved by Owner and BRG if such Change Orders result in a reduction of scope and/or costs of materials and/or labor. Subcontractor shall submit sufficient documentation to substantiate savings.

### **ARTICLE 5 PAYMENT**

5.1 Based upon applications for payment properly submitted to BRG by Subcontractor, corresponding to applications for payment submitted by BRG to Owner, and certificates for payment issued by Owner, BRG shall make progress payments on account of the Subcontract Sum to Subcontractor as provided below and elsewhere in the Subcontract Documents.

5.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

5.3 Provided an application for payment is received by BRG not later than the 21<sup>st</sup> day of a month, BRG shall include Subcontractor's Work covered by that application in the next application for payment which BRG is entitled to submit to Owner. BRG shall pay Subcontractor each progress payment no later than seven (7) business days after BRG receives payment from Owner.

5.4 If Subcontractor's application for payment is received by BRG after the application date fixed above, Subcontractor's work covered by it shall be included by BRG in the next application for payment submitted to Owner.

5.5 Prior to submitting Subcontractor's first application for payment, and if necessitated by Change Orders from time to time thereafter, Subcontractor shall submit to BRG (a schedule of values). Each subsequent application for payment shall be based upon the most recent schedule of values submitted by Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as BRG may require. This Schedule, when, and only when approved in writing by BRG, shall be used as a basis for reviewing Subcontractor's applications for payment. If BRG objects to Subcontractors' application for payment, BRG shall, within seven (7) business days after receipt of such application for payment, notify Subcontractor of BRG's reasons for withholding certification in whole or in part.

5.6 Applications for payment submitted by Subcontractor shall indicate the percentage of completion of each portion of Subcontractor's Work as of the end of the period covered by the application for payment and shall, as BRG may require, be (i) supported by such data substantiating Subcontractors right to payment, (ii) partial or final (if applicable) unconditional releases of liens and (iii) other evidence reasonably requested by BRG.

5.7 Subject to the provisions of the Subcontract documents, the amount of each progress payment shall be computed as set forth in the subsections below:

(a) Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to BRG on account of the Work of Subcontractor. Changes in the Work not adjusted by Change Order shall be excluded;

(b) Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitable stored at the site by Subcontractor for subsequent incorporation in Subcontractor's Work or, if approved in writing by BRG, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in BRG's application for payment;

(c) Subtract the aggregate of previous payments made by BRG;

(d) Subtract amounts, if any calculated under Section 5.7(a) or 5.7(b) that are related to Work of Subcontractor for which Owner has withheld or nullified, in whole or in part, a certificate of payment; and

(e) Subtract the shortfall, if any, resulting from failure to provide documentation to substantiate prior applications for payment, and errors subsequently discovered in the documentation submitted by Subcontractor.

5.8 Upon the partial or entire disapproval by BRG of Subcontractor's application for payment, BRG shall provide written notice to Subcontractor. When the basis for the disapproval has been remedied, Subcontractor shall be paid the amounts withheld.

5.9 Each of Subcontractor's application for payment shall reflect at least ten percent (10%) retainage which shall be held on each requisition until completion of all punch-list work.

5.10 Upon receipt of payment from BRG, on account of each sub-subcontractor's and material supplier's portion of the Work, Subcontractor shall promptly pay each such entity, out of the amount paid to Subcontractor. BRG shall have no responsibility for the payment of money to a sub-

subcontractor or material supplier.

5.11 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by BRG to Subcontractor when Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract documents, Owner has issued a certificate for payment covering Subcontractor's completed Work and BRG has received payment from Owner.

5.12 Before issuance of the final payment, Subcontractor shall submit to BRG releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Agreement. Acceptance of final payment by Subcontractor, any of its sub-subcontractors or material suppliers shall constitute a waiver of claims by such payee except those previously made in writing and identified by such payee as unsettled at the time of the final requisition for payment.

5.13 Subcontractor warrants that title to all Work covered by a requisition for payment will pass to Owner no later than the time of payment. Subcontractor further warrants that upon submittal of a requisition for payment, all Work for which payments have been previously received from BRG shall, to the best of Subcontractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to Owner's interests.

5.14 A progress or final payment, or a partial or entire use or occupancy of the project by Owner, shall not constitute acceptance of Work not performed in accordance with the requirements of the Subcontract Documents.

#### **ARTICLE 6 TAXES**

6.1 Subcontractor shall pay all sales, consumer, use and similar taxes legally required in connection with Subcontractor's performance of the Work.

#### **ARTICLE 7 CONFLICTS**

7.1 Subcontractor shall carefully study and compare the Subcontract Documents with each other and with information furnished by BRG. Before commencing activities, Subcontractor shall: (i) take field measurements and verify conditions; and (ii) carefully compare this and other information known to Subcontractor with the Subcontract Documents.

7.2 If any errors, inconsistencies, omissions or unanticipated elements that conflict with intended function or design are encountered, Subcontractor shall investigate and measure both the nature and extent of such conflict. Subcontractor shall promptly submit to BRG a written report detailing such errors, inconsistencies, omissions or unanticipated elements. Pending receipt of directive from BRG, Subcontractor shall rearrange its work schedule as necessary to continue overall job progress without undue delay.

7.3 If Subcontractor recognizes that portions of the Drawings and Specifications are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, Subcontractor shall promptly notify BRG and Owner in writing.

7.4 Subcontractor shall pay such costs and damages to BRG as would have been avoided if Subcontractor had performed its obligations pursuant to this Article 7. Subcontractor shall not be liable to BRG for damages resulting from errors, inconsistencies or omissions in the Subcontract Documents or for differences between field measurements or conditions and the Subcontract Documents unless Subcontractor recognized or, in the exercise of ordinary care, reasonably should have recognized such error, inconsistency, omission or difference and failed to report it in writing to BRG.

## **ARTICLE 8 CHANGE ORDERS**

8.1 BRG, without invalidating this Agreement, may order changes in the Work within the general scope of the Agreement, consisting of additions, deletions or other revisions. Changes in the Work may be accomplished by a written order to Subcontractor signed or accepted by BRG to change the Work, Subcontract Sum and/or Subcontract Time (a "**Change Order**") or by order for a minor change in the Work.

8.2 Subcontractor shall make all claims promptly to BRG for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents.

8.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Subcontract Documents or from those conditions ordinarily found to exist, Subcontractor shall promptly bring such conditions to the Attention of BRG and the Subcontract Sum and Subcontract Time shall be subject to equitable adjustment.

## **ARTICLE 9 SAFETY, PRECAUTIONS AND PROCEDURES; JOB CONDITIONS**

9.1 Subcontractor shall be fully and solely responsible for the safe working conditions and jobsite safety with respect to the performance of the Work and shall supervise all portions of the Work and implement and supervise all safety programs as required by any governmental authority exercising jurisdiction over the Project, including the U.S. Department of Labor Occupational Safety & Health Administration ("**OSHA**"). Subcontractor shall comply with safety measures initiated by BRG and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property. Subcontractor shall be responsible to the Owner and BRG for acts and omissions of Subcontractor's employees, sub-subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Subcontractor or any of its sub-subcontractors. Subcontractor shall report to BRG within three (3) days an injury to an employee or agent of Subcontractor which occurred at the Project site.

9.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by Subcontractor, Subcontractor's sub-subcontractors or anyone directly or indirectly employed by them, Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to BRG in sufficient detail and time to permit compliance with such laws by BRG, other subcontractors and other employers on the site.

9.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by Subcontractor, Subcontractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and promptly report the condition to BRG in writing. If the absence of the material or substance is verified, Work shall immediately resume without adjustment to the Subcontract Time or the Subcontract Sum. If the presence of the material or substance is verified, when the material or substance has been rendered harmless, Subcontractor's Work in the affected area shall resume upon written agreement of BRG and Subcontractor. The Subcontract Time shall be extended if and as appropriate and the Subcontract Sum shall be increased in the amount of Subcontractor's reasonable additional and incurred costs of demobilization, delay and remobilization, if any, which adjustments shall be accomplished as provided in Article 8 of this Agreement.

9.4 Subcontractor shall indemnify BRG for the cost and expense BRG incurs for remediation of a material or substance brought to the site and negligently handled by Subcontractor or where Subcontractor fails to perform its obligations under Section 9.3 except to the extent that the cost and expense are due to the BRG's fault or negligence.

9.5 Subcontractor shall:

- (a) confine operations at the Project site to areas permitted by law, ordinances, permits, the Subcontract Documents and BRG;
- (b) provide and pay for all required rigging and trucking in accordance with Subcontractor's work and be responsible for required coordination, setup, and shoring for same rigging operations;
- (c) maintain temporary barricades, weather enclosures, and other forms of protection installed by others, but disturbed by Subcontractor's Work;
- (d) maintain protection for all openings, whether in walls or floors, created in the course of performing the Work;
- (e) provide and maintain temporary barricades and railings in order to maintain a safe workplace per local and OSHA standards;
- (f) ensure all employees wear hard hats and safety glasses;
- (g) conduct Work operations to ensure minimum interference with other adjacent occupied or used facilities;
- (h) not close, block, or otherwise obstruct occupied or used facilities without permission from BRG;
- (i) provide alternate routes around closed or obstructed traffic ways if required by governing regulations;
- (j) provide flagmen with hardhats, highway vests, and flags to control and direct all trucking and equipment deliveries to and from the job site;
- (k) clearly layout and mark all new required penetrations and obtain written approval from the BRG for such penetration prior to the start of Work;
- (l) obtain written permission from BRG prior to performing any core drilling and/or similar minor demolition required for the installation of Subcontractor's Work;
- (m) keep the premises and surrounding area free from accumulation of debris and trash related to the Work;
- (n) upon completion of Work, remove tools, equipment, and remaining materials from the Project site, including protection associated with Subcontractor's Work;
- (o) center room pile debris for removal by BRG;
- (p) coordinate and cooperate with separate contractors and subcontractors employed by Owner; and
- (q) initiate, maintain and supervise all safety precautions and programs, including all those required by applicable law in connection with performance of the Work, and promptly remedy damage and loss to property caused in whole or in part by Subcontractor, or by anyone for whose acts Subcontractor may be liable.

9.6 No hoisting, change shanties, offices, telephones, rubbish removal, cleaning, protection, safety or fire services will be provided by Owner or BRG.

**ARTICLE 10  
PERFORMANCE OF WORK**

10.1 Subcontractor shall be responsible to BRG for acts and omissions of Subcontractor, Subcontractor's employees, sub-subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Subcontractor or any of its sub-sub-subcontractors

10.2 Subcontractor, as soon as practicable after award of this Agreement, shall furnish in writing to BRG and Owner the names of sub-subcontractors, if any, and suppliers for each portion of the Work. BRG and Owner will promptly reply to Subcontractor, in writing, if, after due investigation, either has reasonable objection to any of the sub-subcontractors or suppliers listed. For all portions of the Work that Subcontractor intends to subcontract, Subcontractor shall enter into written agreements with

sub-subcontractors performing portions of the Work of this Agreement which Subcontractor and the sub-subcontractor are mutually bound, to the extent of the Work to be performed by the sub-subcontractor, assuming toward each other all obligations and responsibilities that BRG and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that BRG and Subcontractor have by virtue of the provisions of this Agreement.

10.3 Prior to the commencement of the Work, Subcontractor shall furnish to BRG and Owner a list of equipment which will require special access, including maximum dimensions of such equipment, access path such equipment will be required to travel, and approximate schedule date when equipment will be transported within the site location.

10.4 All work shall be planned and performed and staged by Subcontractor in a manner which shall not constitute a nuisance to, and shall provide for the continuous safety of the general public and building tenants, residents and visitors, and their personal property. This shall include, but is not limited to: staging work in phases, performing any portion of the Work which is loud or disruptive to adjacent tenants M-F: 7:00 AM to 4:00 PM; Saturday, Sunday and Holidays: with Owner's permission, providing temporary protection from dust, providing temporary barriers, providing floor protection (i.e., masonite panels) for all walking routes, and cleaning on a continuous basis any public areas of the building affected by the Work.

10.5 BRG shall promptly make available to Subcontractor information, including information received from Owner, that affects this Agreement and that becomes available to BRG subsequent to execution of this Agreement.

10.6 Subcontractor shall cooperate with the BRG in scheduling and performing Subcontractor's Work to avoid conflict, delay in or interference with the work of BRG, other subcontractors, Owner, or separate contractors. Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising BRG of potential conflicts between the Work of Subcontractor and that of BRG, other subcontractors, Owner, or separate contractors. Weekly meetings will be held for the purpose of coordinating and expediting the Work. Subcontractor shall be present at all such meetings. Subcontractor shall also furnish to BRG periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

10.7 If part of Subcontractor's Work depends for proper execution or results upon construction or operations by Owner or a separate contractor, subcontractor or sub-subcontractor, Subcontractor shall, prior to proceeding with that portion of the Work, promptly report to BRG apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Subcontractor to report shall constitute an acknowledgement that Owner's or separate contractor's, subcontractor's or sub-subcontractor's completed or partially completed construction is fit and proper to receive Subcontractor's Work, except as to defects not then reasonably discoverable.

10.8 Subcontractor shall supervise and direct Subcontractor's Work. Subcontractor shall provide supervisory representative(s) on the Project site, full time, while the Work is in progress, including those periods of overtime as may be scheduled for the duration of the entire construction sequence. Such representatives shall use their best skill and attention to supervise and direct the Work. Subcontractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. BRG shall not give instructions or orders directly to Subcontractor's employees or to Subcontractor's sub-contractors or material suppliers unless such persons are designated as authorized representatives of Subcontractor.

10.9 BRG shall furnish to Subcontractor within thirty (30) days after receipt of a written request, or earlier if so required by law, information necessary or relevant for Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property and Owner's interest therein.



10.10 Subcontractor shall comply with applicable laws, regulations and any special requirements of the Subcontract Documents regarding equal employment opportunity and affirmative action programs.

#### **ARTICLE 11 LABOR, MATERIALS AND DELIVERIES**

11.1 Subcontractor shall, in determining the composition of its labor force and in the selection of sub-subcontractors, act so as to insure that the Work will be performed without interruption and in a continuous manner. In the event of any labor problem, Subcontractor shall immediately take all steps necessary to resolve the problem and to avoid interference with the completion of the Project. There will be no work stoppages for any reason, including but not limited to, jurisdictional disputes between labor organizations and strikes. If there are any work stoppages, Subcontractor or the sub-subcontractor (as the case may be) whose employees have engaged in said work stoppage in question will be notified, in writing, to return to the jobsite within twenty-four (24) hours of receiving said notification. Subcontractor or the sub-subcontractor whose employees have engaged in said work stoppage will return to the jobsite with the same manpower as prior to the work stoppage or replacement manpower so as to insure the Work will be timely completed and the Project is not delayed.

11.2 Unless otherwise provided in the Subcontract Documents, Subcontractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

11.3 Subcontractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

11.4 Subcontractor shall have a duly authorized representative present at the Project site to be responsible for receiving, sorting, labeling and storing all materials delivered, in connection with the Work, by common carrier. Owner will have no responsibility for such deliveries and will not accept them.

#### **ARTICLE 12 SUBMITTALS**

12.1 Subcontractor shall promptly review, approve in writing and submit to BRG, Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Subcontract Documents.

#### **ARTICLE 13 SUBSTANTIAL COMPLETION**

13.1 When Owner has certified that the Work or designated portion thereof is substantially complete, BRG will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the BRG and Subcontractor, and shall fix the time within which Subcontractor shall finish all items on the list accompanying such certificate. Guarantees and warranties required by the Subcontract Documents shall commence on the date of substantial completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **ARTICLE 14 PERMITS, TESTS AND INSPECTIONS**

14.1 BRG shall secure the building permit. Prior to the commencement of the Work, Subcontractor shall (i) give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract and (ii) secure and pay for all permits, fees, licenses and inspections required by local ordinances or by any governmental authority for the Work and secure all Department of

Transportation permits required for street and sidewalk closings, crossings, material storage, etc., to perform the Work.

14.2 Subcontractor shall be responsible for the inspections, tests and approvals as required in the specifications to ensure compliance with all applicable regulations of all governing authorities. If requested by BRG, Subcontractor shall, at no cost to BRG, participate in all tests, inspections and approvals not required by the Subcontract Documents. Such participation shall include but not be limited to providing all required labor, materials, tools, equipment, supplies and services required to set up, conduct and remove test conditions.

14.3 Tests, inspections and approvals of portions of the Work required by the Subcontract Documents or by applicable laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made by Subcontractor at an appropriate time.

14.4 If BRG requires additional testing, Subcontractor shall perform such tests.

14.5 BRG shall pay for tests, except for testing Work found to be defective for which Subcontractor shall pay. Subcontractor shall also pay for retesting of Work corrected as a result of Work failing to conform to the requirements of the Subcontract Documents.

#### **ARTICLE 15 CORRECTION OF WORK**

15.1 Subcontractor agrees that BRG and Owner have the authority to reject Work of Subcontractor that does not conform to the Subcontract Documents. Owner's decisions on matters relating to aesthetic effect shall be final and binding on Subcontractor if consistent with the intent expressed in the Subcontract Documents.

15.2 Subcontractor shall promptly correct Work rejected by BRG and or Owner as failing to conform to the requirements of the Subcontract Documents. Subcontractor shall bear the cost of correcting such rejected Work.

15.3 If Subcontractor fails to carry out the Work in accordance with the Subcontract Documents or fails to correct nonconforming Work within a reasonable time, BRG may direct Subcontractor in writing to stop the Work or any portion thereof, until the correction is made.

15.4 If Subcontractor defaults or neglects to carry out the Work in accordance with the Subcontract Documents and fails within a seven (7) day period after receipt of written notice from BRG or Owner to correct such default or neglect with diligence and promptness, BRG may, without prejudice to other remedies BRG may have, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due Subcontractor. If payments then or thereafter due Subcontractor are not sufficient to cover such amounts, Subcontractor shall pay BRG the difference.

#### **ARTICLE 16 INSURANCE**

16.1 Prior to commencement of the Work, Subcontractor shall obtain the insurance coverages described in Exhibit C attached hereto and provide proof thereof in accordance therewith. Each policy of insurance required pursuant to Exhibit C (except Workers' Compensation and Commercial Automobile Liability insurance) shall designate BRG and each other person identified on Exhibit C as an additional insured thereunder using such form of endorsement acceptable to BRG. Coverages shall be maintained without interruption from the date of commencement of Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to Subcontractor, and, with respect to Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Subcontract.

## **ARTICLE 17 WARRANTY; GUARANTEE**

17.1 Subcontractor warrants to Owner and BRG that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. Subcontractor further warrants that the Work will conform to the requirements for the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by Owner or BRG, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

17.2 Subcontractor shall unconditionally guarantee all Work included in the Subcontract Documents against defects in materials and workmanship for the period stipulated in the Scope of Work specifications or for one (1) year from the date of final Completion of the Work, whichever is longer. Should any defect occur within the above period, Subcontractor shall promptly replace or repair such defective Work without charge to BRG and/or Owner.

17.3 Neither the final payment nor any provision in the Subcontract Documents shall constitute an acceptance of Work not performed in accordance with the Subcontract Documents or relieve Subcontractor of liability in respect to any express guarantees or responsibility for faulty material or workmanship. Subcontractor shall correct any work not conforming to the requirements of the Subcontract Documents.

17.4 All guarantees shall be signed by Subcontractor and submitted to Owner in one bound set, in duplicate, before final payment.

17.5 This Article shall survive the termination of this Agreement.

## **ARTICLE 18 INDEMNIFICATION**

18.1 To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Owner, BRG, BRG Harrison Lofts Urban Renewal LLC, BRG Lampworks Ventures LLC, Albanese Harrison Lofts LLC, Albanese Development Corp, Albanese Organization Inc., and the lender on the Project and their respective consultants, agents, employees, officers, directors, managers, members, shareholders and partners (collectively, the "*Indemnitees*"), from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and disbursements, arising out of or resulting from: (i) the maintenance or use of any equipment by Subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable including, but not limited to, claims, damages, losses or expenses arising out of any law that imposes strict liability upon any Indemnitee, regardless of whether or not such claim, damage, loss or expense is caused in part by any Indemnitee; and (ii) the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused, in whole or in part, by the wrongful or negligent acts or omissions of Subcontractor, any of its sub-subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by any Indemnitee.

18.2 In claims against any Indemnitee by an employee of Subcontractor, any of its sub-subcontractors, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under Section 18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Subcontractor or such sub-subcontractors or anyone directly or indirectly employed by them or anyone whose acts they may be

liable, under workers' compensation acts, disability benefit acts or other employee benefit acts.

18.3 Subcontractor shall also indemnify, defend and hold harmless each of the Indemnitees from and against any and all fines, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) arising out of, or in connection with, the assertion of any claims for mechanics' or construction liens or similar liens by any party that provided labor or materials for the Project except to the extent any such claims are the result of BRG's wrongful withholding of payment due under the Subcontract Documents.

18.4 The Subcontractor's obligations under this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist for the benefit of any Indemnitee.

18.5 The obligations of Subcontractor under this Article shall survive the final payment or the termination of this Agreement, as the case may be.

#### **ARTICLE 19 TERMINATION BY SUBCONTRACTOR**

19.1 If BRG fails to make payment when due or breaches any other material obligation of this Agreement and BRG fails to correct such default within sixty (60) days of its receipt from Subcontractor of written notice to correct such default, Subcontractor may, following fifteen (15) days' written notice to BRG, terminate this Agreement and recover from BRG payment for Work properly executed in accordance with the Subcontract Documents and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead and profit.

#### **ARTICLE 20 TERMINATION BY BRG**

20.1 BRG may terminate this Agreement if Subcontractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails or neglects to carry out the Work in accordance with the Subcontract Documents and fails within a seven (7) day period after receipt of written notice from BRG to correct such failure or neglect with diligence and promptness;
- (c) fails to make prompt payment to any of its sub-subcontractors for materials or labor in accordance with the respective agreements between Subcontractor and such sub-subcontractors;
- (d) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (e) is otherwise guilty of breach of a provision of the Subcontract Documents.

20.2 When any of the above reasons exist, BRG may without prejudice to any other rights or remedies of BRG and after giving Subcontractor and Subcontractor's surety, if any, seven (7) days' written notice, terminate employment of Subcontractor and:

- (a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Subcontractor; and
- (b) finish the Work by whatever reasonable method BRG may deem expedient.

20.3 When BRG terminates this Agreement for one of the reasons stated in Section 20.1 above, Subcontractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Subcontract Sum exceeds costs of finishing the Work, including compensation for services and expenses made necessary thereby, and other damages incurred by Owner and/or BRG and not expressly waived, such excess shall be paid to Subcontractor. If such costs and damages exceed the unpaid balance, Subcontractor shall pay the difference to BRG. This obligation for payment shall survive termination of this Agreement.

20.4 BRG may also terminate this Agreement if Owner terminates its contract with BRG, in which case BRG shall promptly deliver written notice to Subcontractor. Upon receipt of written notice of termination, Subcontractor shall:

- (a) cease operations as directed by BRG in the notice;
- (b) take actions necessary, or that BRG may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders, except for those sub-subcontracts and purchase orders which Owner elects to have assigned, in which event Subcontractor shall assign to Owner or its designee, all of the rights, title and interest of Subcontractor in such sub-subcontracts and purchase orders, and enter into no further sub-subcontracts and purchase orders, (ii) take such other reasonable actions as BRG may direct, and (iii) transfer title to Owner and deliver as directed by Owner all fabricated or un-fabricated parts, Work in progress, completed work, supplies, and other material or property produced as part of, or acquired in connection with the performance of the work, including without limitation, project related books, files or records, drawings, "as-built" drawings, construction documents, shop drawings, product data and samples, guarantees, warranties, operating manuals, job site records, and all other documents, information and other properly requested by Owner to the extent Owner has paid for such items.

20.5 In case of such termination for Owner's convenience, Subcontractor shall be entitled to receive payment for Work properly executed in accordance with the Subcontract Documents, and costs incurred by reason of such termination, along with reasonable overhead and profit thereon.

#### **ARTICLE 21 SUSPENSION BY BRG**

21.1 BRG may, without cause, order Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as BRG may determine. In the event of suspension ordered by BRG, Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

21.2 An adjustment shall be made for increases in the Subcontract Sum and Subcontract Time caused by suspension, delay or interruption. Any adjustments of the Subcontract Sum shall include profit. No adjustment shall be made to the extent that:

- (a) performance is, was or would have been so suspended, delayed or interrupted by another cause for which Subcontractor is responsible; or
- (b) an equitable adjustment is made or denied under another provision of this Subcontract.

#### **ARTICLE 22 ASSIGNMENT OF THE SUBCONTRACT**

22.1 Subcontractor may not assign, transfer, hypothecate, encumber or pledge this Agreement or its rights hereunder without the prior written consent of BRG. BRG shall have the right to assign, transfer, hypothecate, encumber or pledge this Agreement and/or its rights hereunder without the prior written consent of Subcontractor provided that BRG gives notice thereof to Subcontractor.

#### **ARTICLE 23 MISCELLANEOUS PROVISIONS**

23.1 This Agreement represents the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior negotiations, representations, understandings and agreements, if any, relating to the subject matter hereof. It is specifically understood and agreed to by both parties that there are no verbal contracts or commitments between the parties that have not been

incorporated into this Agreement.

23.2 This Agreement may not be modified or waived except in writing signed by the party against which enforcement thereof is sought. No course of dealing between parties, or change in circumstances, shall be deemed to amend or otherwise vary the terms and conditions of this Agreement.

23.3 Subcontractor has, prior to the signing of this Agreement, inspected the Project site, the building and the Subcontract Documents and does not rely upon any representation of Owner or BRG, or any of their respective designees, agents or representatives as to any matter relating to this Agreement.

23.4 This Agreement shall be construed in accordance with and governed by the law of the State of New York (without giving effect to its choice of law principles).

23.5 Any action or proceeding in connection with this Agreement shall be brought in the Supreme Court of the State of New York, Nassau County, and Subcontractor hereby irrevocably submits to personal jurisdiction and venue in any such action or proceeding. Without limiting other methods of obtaining jurisdiction over Subcontractor, Subcontractor hereby agrees and consents that service of legal process (including, but not limited to, notice of any motion or application to any court) may be made upon Subcontractor by certified mail, return receipt requested, and addressed to Subcontractor at the address listed in Section 23.8 below, and service made in accordance with this section shall be deemed to be complete five (5) days after mailing.

23.6 Except as prohibited by law, BRG and Subcontractor intentionally waive the right either may have to a trial by jury with respect to any litigation arising from this Agreement, the relationships of the parties hereunder, any document executed in connection herewith or related hereto, or any course or conduct, course or dealing, statements (whether oral or written) or actions of either party. This provision is a material inducement for the parties to enter into this Agreement and shall survive the termination of this Agreement.

23.7 The waiver of any breach of any duty, term or condition of this Agreement shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or of any other duty, term or condition of this Agreement. Any delay or failure by either party to insist upon the strict performance of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and notwithstanding any such failure, either party shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by said other party.

23.8 For the purposes of this Agreement, notice shall be written, signed by the party giving the same, and delivered by hand, by facsimile machine (followed by a duplicate copy sent by postage prepaid regular mail within one (1) day following the facsimile transmission), by nationally recognized overnight courier, or by postage prepaid registered or certified mail and shall be deemed to be given on the date on which such notice shall be delivered by hand or facsimile machine or by overnight courier or the date upon which delivery is attempted (if rejected), whichever is earlier, or three (3) days after being sent by registered or certified mail. Both parties may designate a substitute address by notice to the other party, and notice of any change of address shall, be effective only upon actual receipt thereof.

All notices to BRG shall be to its address at:

1050 Franklin Avenue  
Garden City, NY 11530  
Facsimile: (516) 746-0580  
Attn: Jack C. Becker

if to Subcontractor, to its address at:  
Box 8019  
Englewood, NJ  
Email: Charles@forceserviceinc.com  
Attn: Charles Spinella

or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith.

23.9 This Agreement may be executed in any number of counterparts, and each of such counterparts shall for any purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

23.10 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of any party having or being deemed to have drafted such provision. All heading and captions in this Agreement are for convenience and reference only, in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof and shall not be given any effect in connection with the interpretation or construction of any provision of this Agreement.

23.11 If a court of competent jurisdiction holds any provision of this Agreement or the application thereof to any person or circumstance to be invalid or unenforceable, to any extent for any reason, the remainder of this Agreement, or the application of such provision to any other person or circumstance, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

23.12 Neither Subcontractor nor any of its sub-subcontractors or material or equipment suppliers shall own or claim a copyright in the Drawings, Specifications and other documents prepared by BRG or its consultants. All Copies of such Drawings, Specifications and other documents shall be returned or suitably accounted for to BRG, on request, upon completion of Subcontractor's Work. The Drawings, Specifications and other documents prepared by BRG and BRG's consultants, and copies thereof furnished to Subcontractor, are for use solely with respect to this Project. They are not used by Subcontractor, any sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner, BRG and BRG's consultants.


23.13 Subcontractor shall make recommendations, and take all reasonable actions necessary to create and maintain an effective labor relations program for the Project, which complies with applicable laws, for the avoidance of labor disputes during construction. Subcontractor further agrees that it shall not take, or permit to occur any actions which would cause labor disputes at the Project site and will cooperate with Owner and BRG to avoid any disputes or resolve labor problems, including jurisdictional disputes between unions or locals of a union.


*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

BRG Harrison Lofts Urban Renewal LLC

~~Koroo Services LLC~~

By:   
Name: Russell C. Albanese  
Title: Authorized Person

By:   
Name: Leo Falciano  
Title:  
License No.:  
Jurisdiction:

Signature Page to Subcontract Agreement



## SCHEDULE 1

### Drawings And Specifications and Addenda And Additional Documents

#### 1. Drawing Log

##### Building A Demolition Sheets

Demolition	Bldg A	Floor Plans	Minno Wasko	A1.91.1	1st Floor Demo Part 1 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.91.2	1st Floor Demo Part 2 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.92.1	2nd Floor Demo Part 1 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.92.2	2nd Floor Demo Part 2 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.93.1	3rd Floor Demo Part 1 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.93.2	3rd Floor Demo Part 2 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.94.1	Existing Roof Demo Part 1 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.94.2	Existing Roof Demo Part 2 Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.95	Building Elevations Demo	10/31/2014(Design Develop)	
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.96	Building Elevations Demo	10/31/2014(Design Develop)	
Demolition	Bldg A	Floor Plans	Minno Wasko	A1.97	Building Elevations Demo	10/31/2014(Design Develop)	
Demolition	Bldg A	Floor Plans	Minno Wasko	A4.01	Wall Sections	10/31/2014(Design Develop)	10/13/2014(Progress Set)

##### Building B Demolition Sheets

Demolition	Bldg B	Floor Plans	Minno Wasko	A1.91	1st Floor Demo Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg B	Floor Plans	Minno Wasko	A1.92	2nd Floor Demo Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg B	Floor Plans	Minno Wasko	A1.93	3rd Floor Demo Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg B	Floor Plans	Minno Wasko	A1.94	Roof Demo Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg B	Floor Plans	Minno Wasko	A1.95	Building Elevations Demo	10/31/2014(Design Develop)	
Demolition	Bldg B	Floor Plans	Minno Wasko	A1.96	Building Elevations Demo	10/31/2014(Design Develop)	

##### Building C Demolition Sheets

Demolition	Bldg C	Floor Plans	Minno Wasko	A1.91	1st and 2nd Floor Demo Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg C	Floor Plans	Minno Wasko	A1.92	3rd Floor and Roof Demo Plan	10/31/2014(Design Develop)	10/13/2014(Progress Set)
Demolition	Bldg C	Floor Plans	Minno Wasko	A1.93	Building Elevations Demo	10/31/2014(Design Develop)	

- ✓ 2. BA Parapet Probe 2015-08-04
- ✓ 3. MF Walk Thru - Added Selective Demo 8-4-2015
- ✓ 4. Structural Probe Plan 2015-07-24
- ✓ 5. Soil management Plan
- ✓ 6. Local Employment Requirements 8-10-15
- ✓ 7. Amec Geophysical Survey 1-15-15
- ✓ 8. 024119 Selective Demolition specification
- ✓ 9. Lampworks Contractor Procedure Manual 9-1-15

**SCHEDULE 2**

**Schedule of Values**

Selective Demolition \$117,000

Test Pits, slab openings and Parpaet Work \$16,750

**Exhibit A**

**Scope of Work**

See attached leveling sheet



BID PACKAGE		Reference:	Lampworks - Harrison NJ	Albanese Development	Force Services
BP#1		Bid Date:	July 1, 2015		Box 8019 Englewood, NJ 071
Selective Demolition		Print Date:		ADC Estimate	845-271-3266
		Bid Taker:	Matt Frankenberg		Low Falciano
					\$117,000
<b>Documentation</b>					
ADC					
Lampworks Construction Procedure Manual 8-28-15					
Demolition Contractors Scope of Work 8-28-15					
Specification 024119 Selective Demolition					
Minno Wasko Demolition Drawings dated 10-31-14, BA Parapet Probe 2015-08-04, MF Walk Thru - Added					
Selective Demo 8-6-2015, Structural Probe Plan Dated 2015-07-24					
<b>Scope of Work</b>					
<b>General:</b>					
Assume full responsibility for Demolition means and methods to ensure structural stability of all buildings and safety of all persons and pedestrians.					
LEED Waste Management Plan - Actively implement practices and procedures to track the diversion of all material leaving job site. Although LEED is not being implemented at this time, if at a later date the project chooses to implement LEED, the tracking and disposal data will be required.					
Contractor shall meet all required local, state, and federal requirements to properly dispose of all debris leaving the site.					
Daily cleanup is required. At no time shall site be left unclean with safe passage throughout					
Full time safety supervision required.					
OSHA Protection: Continuous Fall Protection at perimeter, stairs and elevator shafts, floor openings, etc.					
All openings created by contractor shall be protected immediately with a minimum 3/4" plywood spraypainted to identify hole below per OSHA standards. If Hole is Larger than 2x2 erect barricade to prevent any fall throughs.					
Contractor shall securely protect any openings that are created to perform their work with plywood protection for safety and to prevent weather from entering the building.					
Verify location of all utility valves. Cut and remove all utilities after main valved outlet shut off by plumber or disconnect by the electrician.					
Contractor shall provide temporary utilities - light, power, water, toilets, etc.					
Contractor to provide temporary trailer/shanty/storage for own personal.					
Maintenance of existing building upon issuance of Demolition Permit.					
Contractor shall attend progress meetings as required.					
General - provide selective demolition of all interior existing building components. All interior office spaces, lighting conduit, outlets, sprinkler system, brackets supporting wall heating elements or other equipment to be removed from wall or ceiling, as described in the Demolition Scope dated Tuesday August 4th, 2015					
Remove existing sprinkler/standpipe					
Temporary Shoring and bracing as required to perform contractors work					
Maintain stability of building and site at all times					
Comply with Erosion and Sedimentation Control Plan.					
Protection of public to include:					
Protection of neighboring buildings to perform contractors work					
Sidewalk Sheds as required to perform work					
Fencing/Barricades - as required to perform contractors work					
Full height scaffolding with netting as required to perform contractors work					
Provide all required signage and safety zones to ensure the safety of all workers					
Dust control program.					
Provide interior scaffolding/lifts as required to perform contractors work					
Sidewalk Bridge as required to perform contractors work					
<b>Specific Requirements:</b>					
<b>Phase 1 - Selective Demolition</b>					
<b>Building A, B, C:</b>					
All items to be demolished shall be removed and disposed of properly according to all local, state, and federal regulations					
Waste Management Plan shall be prepared by contractor that will identify how the contractor proposes to track waste being removed from site.					
Remove all plumbing, electric, sprinkler lines from main shut off valve or switch service out to space that has been shut off by plumber or electrician.					
Remove all ceiling grid, tile, and light fixtures from stairwells					
Remove all convectors, convector support brackets, electrical piping, electrical outlets, and equipment from ceiling and walls, include any paneling, shelving, misc wood strips, steel brackets at floor, misc, hung heaters and equipment.					
Remove all office space partitions, ceilings, lights, shelving, carpet, bathrooms, toilet partitions, etc from office spaces and misc enclosed areas:					

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**Exhibit B**

**Owner's Schedule**

Work to be completed by October 23, 2015.

**Exhibit C**

**Minimum Insurance Requirements**

**PROJECT LOCATION:** 400 South 5th Street, Harrison NJ  
420 South 5th Street, Harrison NJ  
530 Bergen Street, Harrison NJ

**CERTIFICATE HOLDER:** BRG Harrison Lofts Urban Renewal LLC  
1050 Franklin Avenue  
Garden City, NY 11530

**COVERAGE REQUIRED:**

**Workers' Compensation**  
(Statutory Workers Compensation coverage)

**Employers Liability**  
(\$1,000,000 each accident; \$1,000,000 each employee;  
\$1,000,000 policy limit)

**Automobile Liability**  
(in an amount not less than \$1,000,000 combined single limit  
per accident for bodily injury or property damage; Business Auto policy form, including coverage for  
"any auto"  
which includes autos owned, hired, and non-owned autos)

**Commercial General Liability**  
(\$3MM per occurrence limit for bodily injury or property damage;  
\$1MM personal and advertising injury;  
\$5MM aggregate per project; \$5MM products and completed operations)

**ADDITIONAL ENDORSEMENTS FOR COMMERCIAL GENERAL LIABILITY**  
"Occurrence" form including: Premises/Operations Liability; Blanket Contractual Liability; assumed  
under contract; Products and Completed Operations;  
Pollution Coverage for losses arising out of a hostile fire;  
"XCU" hazards must be covered.

**Excess/Umbrella Liability**  
(Limit of Liability: not less than \$5,000,000 per occurrence except steel erectors, crane operators, and  
other high hazard operations, not less than \$20 million per project/location, and in the aggregate)

**Property Insurance**  
All subcontractors and sub-subcontractors shall be responsible for all loss or damage  
to their tools, equipment sheds, and any other materials or supplies which are not incorporated into  
the work on the date of loss or damage or which do not become part of the finished project. BRG and  
Owner take no responsibility for said property.



### **ADDITIONAL REQUIREMENTS**

- Insurance is to be placed with insurers licensed to do business in the State of New York and which are rated A:IX or better in A.M. Best's Key Rating Guide.
- Certificates of Insurance in form and substance acceptable to BRG and Owner and evidencing all insurances must be presented prior to the commencement of any work and at such other times upon request.
- Certificates are to be signed by a person authorized by the insurer and must state that thirty (30) day notice of cancellation, non-renewal, or any modification to the policy is to be provided to the certificate holder.
- All policies (except Workers Compensation) shall be endorsed to include the following additional insureds:

### **ADDITIONAL INSUREDS**

Albanese Development Corporation  
1050 Franklin Avenue, Suite 200  
Garden City, NY 11530

Albanese Organization Inc.  
1050 Franklin Avenue, Suite 200  
Garden City, NY 11530

Albanese Harrison Lofts LLC  
1050 Franklin Avenue, Suite 200  
Garden City, NY 11530

BRG Harrison Lofts Urban Renewal LLC  
307 Frank E. Rodgers Boulevard South  
1st Floor  
Harrison, NJ 07029

BRG Lampworks Ventures, LLC  
c/o Berkenkamp Realty Group LLC  
307 Frank E. Rodgers Boulevard South  
1st Floor  
Harrison, NJ 07029

And any such other agents, operators or lenders of Owner or other persons having an interest in the Project as may be requested by Owner, from time to time.

A copy of the policy and policy endorsement evidencing such additional insured protection must be presented prior to the commencement of any work.

- All subcontractors' and sub-subcontractors' insurance shall be on a primary and non-contributory basis.
- Policies shall not contain any warranties.
- All insurances shall contain a provision allowing the insured to waive subrogation rights against other parties prior to loss.
- All deductibles must be disclosed to and approved by Owner and BRG in writing prior to commencement of any Work.

- Any costs, damages or liability of BRG and Owner not covered due to deductibles shall be borne solely by Subcontractor.
- All notices of cancellation, non-renewal and modification are to be sent to:

BRG Harrison Lofts Urban Renewal LLC  
1050 Franklin Avenue  
Garden City, NY 11530  
Attn: Jack C. Becker